



OK
[Signature]

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT**

P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

February 23, 2024

GFB Services Inc
915 South Acme Road
San Antonio, Texas 78237

S.P. No. 0298 – Request to close, vacate and abandon 0.352 acre (15,314 square feet) of an unimproved portion of Wintergarden Road Public Right-of-Way within New City Block 13940

Dear Mr./ Mrs. Franco:

With reference to the captioned project, please be advised that the City of San Antonio has now completed the canvassing process and will recommend approval of the request subject to the following conditions:

Planning: The proposed closure area contains several zoning districts and overlays. Property owner should obtain proper zoning for the closed areas within six (6) months to ensure compatibility with the surrounding uses, namely the Los Jardine's neighborhood to the east of Acme Rd if necessary. The closure does not represent a removal of public pedestrian or vehicular access as no access presently exists – alternatively, opening this street for public access may interfere with TxDOT controlled vehicular access of the northbound HWY 151 access road which is also without pedestrian infrastructure.

Disability Access Office: Pedestrian access across the driveway, curb ramps and sidewalks along the west side of Acme Road must remain open.

Public Works Department: Storm Water Engineering: The Petitioner must comply with all applicable local (city and/or county), state, and federal regulations. Prior to the start of any construction and/or improvements to the subject property, all required studies, permits, and fees must be submitted to and approved by all applicable local (city and/or county), state, and federal governing bodies. It appears there is some street flow from South Acme that appears to flow through this unimproved road. Any drainage must be accounted for and properly conveyed in its natural path and may not be obstructed or redirected. Environmental Services: It is the Petitioner's responsibility to conduct their own due diligence for this area. The City does not warranty that environmental impacts are not to be encountered when disturbing the land. The City shall not bear any financial burden related to environmental impacts (if any) encountered during the disturbance of the land. If environmental impacts are encountered, it is the Petitioner's responsibility to notify the City and the appropriate regulatory agencies of the issue. Project Delivery: The other adjacent property owner must also provide written approval for this action. Any utilities or drainage infrastructure that exists in the closure must be granted permanent easements. Right-of-Way: Contact and confirm with all utilities that there no conflicts.

The closure, vacation and abandonment of this Public Right of Way will be authorized by a City Ordinance in accordance with current policies relevant to street/alley closures. The closure will not release rights relating to drainage, water and wastewater lines, electric transmission and distribution lines, gas lines, communication lines of all types, or any other rights except for the right of the public to travel on the subject tract. The City will expressly reserve all rights not released. Petitioner agrees to conform by all applicable local (city and/or county), state and federal governing laws. Petitioner asserts that all evidence of ownership of property abutting the Public Right of Way proposed to be closed, vacated and abandoned by the City of San Antonio is true and correct. The petitioner acknowledges that this property will be accepted in its "as is" condition. Petitioner must take the property subject to all easement rights for existing overhead, surface, or subsurface utilities within the Public Right of Way proposed to be closed, including but not limited to electrical, water, sewer, telephone, cable, fiber optic conduit, etc. and allow access to any such utilities or may seek the relocation of a specific utility with express permission and coordination of the respective owner of the utility at the sole expense of the petitioner. Petitioner understands that further coordination will be needed with the affected utility agencies to ensure their operations are not impacted.

The fee established for this request is \$46,623.00, which includes the assessed value of the public right-of-way of \$46,523.00 plus \$100.00 for the recording fees. This total fee will be due and payable to the City of San Antonio prior to City Council consideration.

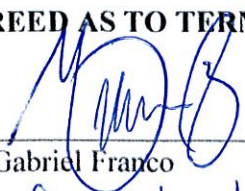
This Letter of Agreement is being offered by City of San Antonio only to the petitioner named below and will expire thirty (30) days after date of issuance unless a specific extension is requested by the petitioner and granted by the City.

If you concur with the above-mentioned conditions, please countersign this letter in the space provided below and return it to the undersigned. Upon receipt of this executed Letter of Agreement, a check payable to the City of San Antonio in the amount of \$46,623.00, a Contracts Disclosure Form from each entity and we will continue processing your request.

Sincerely,


Adrian Ramirez
Real Estate Manager

AGREED AS TO TERMS AND CONDITIONS:


By: Gabriel Franco

President

Title: President

02.28.2024

Date: